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State of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases

RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - BIDDER INFORMATION

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number: 7549577
Solicitation Title: CLASSROOM SECURITY UPGRADES - URI (25 PGS) AND 1 ZIP FILE

Bid Proposal Submission
Deadline Date & Time: 6/8/2015 11:30 AM

RIVIP Vendor ID #: 74817
Bidder Name: Kratos Public Safety & Security Solutions, Inc.
Address: 3 Tower Office Park
Woburn , MA 01801
USA

Telephone: 978-501-6631
Fax:
Contact Name: Don Costa
Contact Title: Mr
Contact Email: don.costa@kratospss.com

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N
4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
 5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 —CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 09/1/15

Kratos Public Safety & Security Solutions Inc
Name of Bidder

Signature in ink

Don Costa - N.E. Account Manager
Printed name and title of person signing on behalf of Bidder

Solicitation #: 7549577

Solicitation Title:

BID FORM

To: The Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908

Project: Classroom Security Upgrade Project
University of Rhode Island
Kingston Campus

Bidder:

Kratos Public Safety & Security Solutions, Inc
Legal name of entity

3 Tower Office Park Woburn MA 01801
Address

Don Costa Don.Costa@kratospss.com
Contact name Contact email

978-501-0631 781-932-1901
Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$ 268,528.71

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

Two Hundred Sixty Eight Thousand, Five Hundred Twenty Eight and Seventy one
(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation #: 7549577

Solicitation Title: Classroom Security Upgrades - URI

- **ALLOWANCES**

The Base Bid Price includes the costs for the following Allowances:

1. **Additional Classroom Hardware Allowance** **\$20,000.00**

Total Allowances: **\$20,000.00**

- **BONDS**

The Base Bid Price includes the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **ADDENDA**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price includes the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated MAY 29, 2015

Addendum No. 2, dated _____

Addendum No. 3, dated _____

2. **ALTERNATES** NONE

3. **UNIT PRICES** NONE

4. **CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of Construction.....Seven Calendar Days after Issuance of Purchase Order
- Substantial Completion..... August 30, 2015
- Final Completion..... September 14, 2015

The Final Completion date for Work shall be within **100** calendar days of the Purchase Order from the Division of Purchases.

5. **LIQUIDATED DAMAGES**

Solicitation #: 7549577

Solicitation Title: Classroom Security Upgrades -URI

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **Five Hundred Dollars (\$500.00) per day.**

BID FORM SIGNATURE(S)

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date:

6/1/15

BIDDER

Kratos Public Safety & Security Solutions, Inc.

Name of Bidder



Signature in ink

Don Costa N.E. Account Manager

Printed name and title of person signing on behalf of Bidder

#

Bidder's Contractor Registration Number



Proposal for:

University of Rhode Island

Classroom Security Upgrades

June 8, 2015

Submitted to:

Richard D'Andrea

University of Rhode Island
523 Plains Road, Sherman Bld
Kingston, RI 02881-2010

Submitted by:

Don Costa

Kratos Public Safety & Security Solutions, Inc.

3 Tower Office Park

Woburn, MA 01801

978.501.6631

Don.Costa@Kratospss.com

www.kratospss.com

Scope of Work

Proposal Name: University of Rhode Island – Campus Hardware upgrade

Overview: Upgrade of security system per RFP issued by URI dated April 1, 2015

Kratos will provide, install and configure all the necessary hardware to upgrade the locking/reader hardware throughout the campus using the attached schedule that was provided by URI

Upgrade will consist of all new readers, locks, interfaces and controllers to upgrade the locations indicated on the above mentioned schedule.

1.2 SUMMARY

A. Project includes an upgrade of Owner's existing access control system at selected classrooms in various buildings on campus to accommodate new wireless technology and add a classroom lockdown function. Work of this section involves upgrading the wireless and wired electronic hardware components at selected classroom doors.

a. Furnish and install all mechanical and electrical finish hardware necessary for all doors, and hardware as specified herein and as enumerated in SCHEDULE OF WORK and as indicated and required by actual conditions at the buildings.

b. The hardware work shall include the furnishing of all necessary screws, bolts, expansion shields, plates, and all other devices necessary for the proper application of the hardware. Installation shall include field modification and preparation of existing doors and/or frames for new hardware being installed. Provide necessary fillers, Dutchmen, cover plates, reinforcements, and fasteners for mounting new hardware and to cover existing door/frame preps.

c. Install and configure the components.

B. Related Requirements:

1. Section 281300 "Access Control" for companion system components, low voltage wiring, and work to conceal wiring, and work to repair existing surfaces disturbed by work of this contract.

Secondary Reader

Kratos will provide and install a second MR-10 magstripe reader at each of the "online" wired locations to conform with the Universities "Shooter" lock down procedures. The additional reader will be installed on the inside class rooms on the wall next to the entry door. Kratos will use the existing conduit installed leading to the Entrance reader and wire the additional reader in parallel to the entrance reader.

At some locations Kratos will upgrade the existing magstripe readers to the to MR-10 readers in addition to adding the secondary reader (see schedule for locations marked with 2 x MR-10 readers). These locations will require a new Door manager installed.

Wireless Locks

Kratos will provide an install all new AD 400 Locks with magstipe readers to replace the existing Wireless Locks. All AD400 Locks will include a push button on the secure side of the room allowing the user to lock the door with one push of the button. This is to conform with the URI "Shooter" lock down procedure. Interflex software configuration is required for each AD400 lock to enable this feature.

All new PIM400 panels will be installed to support the new AD400 locks

Training

No Training is included in this proposal

Exclusions and Assumptions:

All labor is quoted as normal business hours M-F 8:00am-4:30pm. If after hours work is required an increased labor rate will be applied.

Sufficient 110V power shall be provided at every location indicated on the schedule, by others prior to Kratos installation

Network drop for Access Control panel to be provided by others and will require termination at the head end location

Fire alarm disconnect circuit required for fail safe doors shall be furnished and installed by others. Fire alarm relay to be installed within 3 feet of the access control power supplies.

All Labor is quoted using Prevailing Wages.

3.3 CABLING AND CONDUIT

A. Line voltage work is not anticipated and therefore excluded from this project. If needed, it will be provided by the Owner through a separate contract. Electrical work of this project is limited to low voltage wiring.

B. It is assumed that network drops exist at each controller location and will not be required as part of this project.



PUBLIC SAFETY & SECURITY SOLUTIONS, INC.

KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS, INC.
4820 EASTGATE MALL SUITE 200, SAN DIEGO, CA 92121
PHONE: (858) 812-7300 FAX: (858) 812-7301

June 8, 2015

URI – Classroom Security Upgrade

Proposal

Type of System: Access Control

Qty	Manufacturer	Part Number	Description	Unit Price	Ext Price
47	Mercury	MR1012-T3	Mercury Magnetic Card Reader	\$ 256.25	\$ 12,043.75
54	SCHLAGE	AD400MS70 MS RHO 626 PD	AD400 with Magstripe Mortise	\$ 1,094.69	\$ 59,113.26
3	SCHLAGE	AD400CY70	AD400 with Magstripe Cylindrical	\$ 971.50	\$ 2,914.50
2	SCHLAGE	23760283 626	Decorative Plate for AD Locks	\$ 20.07	\$ 40.14
AD RIM/CVR EXIT TRIM CLASSROOM 2853.00					
NETWORKED WIRELESS					
3	SCHLAGE	AD400993R70	MAGNETIC STRIPE READER RHODES LEVER STD CYLINDER SATIN CHROME	\$ 1,185.47	\$ 3,556.41
3	SCHLAGE	46928875 626	WIRELESS COMM MOD COVER	\$ 33.19	\$ 99.57
10	Interflex	00-610-0175	Door manager IF 610	\$ 442.23	\$ 4,422.30
1	Interflex	Firmware Charge	Firmware Upgrade	\$ 2,473.69	\$ 2,473.69
Panel Interface Module with outdoor enclosure					
standard. Supports up to 8 AD400 wireless					
access devices per Interflex controller RS485 bus.					
19	Interflex	PIM 400-485		\$ 822.37	\$ 15,625.03
18	Interflex	1F4072-16	16 Port Interflex Controller	\$ 2,454.90	\$ 44,188.20
18	Altronix	AL400ULPD4	AL400UL W/PD4 INS 12V 4 AMP	\$ 167.10	\$ 3,007.80
18	Mier	TBD	Interflex Controller Universal Enclosure	\$ 26.32	\$ 473.76
36	Powersonic	PS1270	Controller Batteries	\$ 17.10	\$ 615.60
SPARE EQUIPMENT					
1	Interflex	00-610-0175	Door manager IF 610	\$ 442.23	\$ 442.23
1	Interflex	PIM 400-485	Panel Interface Module with outdoor enclosure	\$ 822.37	\$ 822.37
1	Interflex	1F4072-16	16 Port Interflex Controller	\$ 2,454.90	\$ 2,454.90
1	Mercury	MR1012-T3	Mercury Magnetic Card Reader	\$ 256.25	\$ 256.25
1	SCHLAGE	AD400MS70 MS	AD400 with Magstripe Mortise	\$ 1,152.31	\$ 1,152.31
1	SCHLAGE	AD400CY70	AD400 with Magstripe Cylindrical	\$1,022.64	\$1,022.64

Material Cost:	\$ 154,724.71
Kratos PSS Labor:	\$ 87,400.00
Freight & Warrenty:	\$ 6,404.00
Classroom Hardware Allowance:	\$ 20,000.00
Subtotal:	\$ 268,528.71
Sales Tax:	N/A \$ -
Total Cost:	\$ 268,528.71

Kratos is pleased to submit this proposal for your consideration in accordance with the Kratos terms and conditions. Conditions not specifically stated herein shall be governed by established trade practices. No provisions have been included in the cost of the following: Taxes, fees, bonds, sealed engineered drawings.

Bid Proposal For: (URI Police Department)

Kratos Sales Contact

**Don Costa (978) 501-6631
don.costa@kratospss.com**

Approval

By executing this proposal, the undersigned hereby authorizes Kratos Public Safety & Security Solutions, Inc., ("Kratos") to proceed with the scope work as proposed herein. Please check the box below if your company provides a Purchase Order or Agreement for the work to be performed.

☐ We do not issue Purchase Orders

☐ We do issue Purchase Orders (please Purchase Order attach with signed proposal)

Customer Signature

Date

Print Name

Title

Kratos Public Safety & Security Solutions Signature

Date

Print Name

Title

Scope of Work

See attached Scope of Work for Details

Scope of Work Details

Kratos Public Safety & Security Solutions has included the following in the Proposal

Submittals
CAD Drawings
As-Built Drawings
System Programming
System Hosting Services
End User Training
Prevailing Wage Labor
Union Labor
After Hours Labor as Required

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Equipment Installation
Locking Hardware
Fire Alarm Interface & Testing
High Voltage Power
Conduit & Pull Boxes
Hoisting, Lifts or Scaffolding
Patching & Painting
Ceiling Tile Replacement
Performance/Payment/Bid Bond

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Bid Proposal For: (URI Police Department)

Special Insurances	<input type="checkbox"/>	Permits	<input type="checkbox"/>
Background Screening	<input type="checkbox"/>	1 Year Parts & Labor Warranty 24/7	<input type="checkbox"/>
Demo Old Wiring	<input type="checkbox"/>	1 Year Parts & Labor Warranty M-F 8-5	<input checked="" type="checkbox"/>
Demo Old Equipment	<input type="checkbox"/>	90 Day Parts & Labor Warranty M-f 8-5	<input type="checkbox"/>
Debris Removal	<input type="checkbox"/>	Sales Tax	<input type="checkbox"/>

Customer to Provide

The following is expected to be provided by the Customer

Local Secure Storage	<input type="checkbox"/>
Workspace for KPSS Personnel	<input type="checkbox"/>
Drawings in CAD Format	<input type="checkbox"/>
Device Naming Scheme	<input type="checkbox"/>
Network Configuration Details	<input type="checkbox"/>
Site-Specific Safety Training	<input type="checkbox"/>
System Access & User Rights	<input type="checkbox"/>
Existing As-Built Documentation	<input type="checkbox"/>
VPN or Remote Network Access	<input type="checkbox"/>
Existing Database Export	<input type="checkbox"/>
Fire Alarm Interface & Testing	<input type="checkbox"/>
Parking	<input type="checkbox"/>
Network Drops	<input type="checkbox"/>

Exceptions / Notes

See Bid Details

Clarifications & Assumptions

In regards to the specification sections, drawings, addendum, and additional documentation detailed in the table below, we have generated this document to communicate Kratos Public Safety & Security Solutions's Clarifications & Assumptions.

Project Document:	Dated:

1. All labor is quoted as normal business hours M-F 8:00 a.m. – 4:30 p.m. If after hours work is required an increased labor rate will be applied. Existing system will be offline during the upgrade. Total downtime is unknown.
2. Kratos Public Safety & Security Solutions has incorporated its best efforts to assure that this bid proposal completes any elements of design that may have been implied, or otherwise would be required to provide the intended results of the design. However, Kratos Public Safety & Security Solutions cannot accept full responsibility for details and/or concepts of the design that are not shown or described in the Contract Documents, Drawings, System Specifications, etc... The detail that is not shown, described or explained therefore might not be included in this bid. These details can be included after Kratos Public Safety & Security Solutions receives the latest versions of the Specification along with all Bulletins, Appendixes, Addenda, etc...
3. The Construction Manager of the subject property will provide Kratos Public Safety & Security Solutions with full and complete access to the subject property and designated work areas.
4. The Construction Manager of the subject property will provide all utilities, such as electric and water, utility connections, building and facility services, space for temporary storage, site security, and bathroom facilities at the subject property at no cost to Kratos Public Safety & Security Solutions for the duration of the project.
5. The Construction Manager of the subject property will verify, identify, and mark-out all utilities and structures, such as but not limited to, foundations, pilings, vaults, and pipes in and near the work areas. Kratos Public Safety & Security Solutions is not responsible for the direct or indirect costs associated with damage and/or repair of utility lines and structures not identified, verified, and marked-out by the Construction Manager of the subject property.
6. The Construction Manager of the subject property will be responsible for transferring all moveable items, such as but not limited to, vehicles, trailers, boxes, and containers from the designated work areas as required.
7. If site conditions cause significant delays in activities on the subject property, Kratos Public Safety & Security Solutions reserves the right to be compensated for these delays.
8. Kratos Public Safety & Security Solutions is not responsible for any hoisting, scaffolding, shoring, stabilizing, or dewatering.
9. The final Scope of Work and Work Procedures must be verified and agreed upon by all applicable parties prior to Kratos Public Safety & Security Solutions initiating fieldwork for the project.
10. Kratos Public Safety & Security Solutions will not be responsible for project bonding and special insurances, which are not specifically identified in the RFP documentation.
11. Kratos Public Safety & Security Solutions will not be responsible stand-by time/waiting time, demobilization/remobilization, fire watch, site security, building/facility services, interference/delay from trades/unions or other parties, and/or stand-by trades/unions.
12. Where the delivery of materials, components, or goods required under this agreement is delayed through no fault of Kratos Public Safety & Security Solutions, as a result of shortage of

commodities, raw materials, components, and/or products, Kratos Public Safety & Security Solutions shall not be liable for any additional costs or damages associated with such delay(s).

13. Base Bid Price does **NOT** include costs for:
 - a. Background Screening
 - b. Locking Hardware
 - c. Fire Alarm Interface & Testing
 - d. High Voltage Power
 - e. Ceiling Tile Replacement
 - f. Cutting, Patching, & Painting
 - g. Conduit, Ladder Racks, & Pull Boxes
14. Additional equipment, labor, and materials required above and beyond the agreed upon Scope of Work included in this proposal will be considered a Change Order and will only be executed upon receipt of written order, and will be billed to the Client as an extra charge over and above the original estimate.
15. Costs associated with the Master Mechanic, Teamster Foreman, Laborer Foreman, Operating Engineers, Site Safety Personnel, Maintenance Engineers, and temporary light, power & water are not included.
16. Kratos Public Safety & Security Solutions does not accept back charges that have not been previously agreed upon in writing.
17. Pathways are assumed to be free and clear of obstructions.
18. All work areas are assumed to be free of lead and asbestos.
19. All work is to be performed during normal business hours.
20. Customer must provide CAD drawings in CAD format.
21. Permits are not included unless specifically stated otherwise in the RFP documentation.
22. All locking hardware to be provided and installed by others unless specified otherwise in the RFP documentation.
23. All low voltage cabling will be plenum rated and run above the ceiling without conduit, unless specified otherwise in the RFP documentation.
24. A proper level of Air Conditioning and Ventilation must be provided for all areas in which security equipment is installed. These areas include, but are not limited to Security Room, Racks & Consoles, Closets, Elevator Machine Rooms, etc...
25. Completion in accordance with the schedule is contingent upon no strikes, accidents, or delaying events beyond Kratos Public Safety & Security Solutions's control.
26. Patching, painting, concrete, masonry, ceiling removals/replacements, temporary protections and debris removal is not included.
27. Lighting conditions are anticipated to be adequate and proper for the operation of CCTV cameras.
28. Lock operation is subject to the proper condition and operation of door hardware, door alignment, and closing devices. Access Control is contingent upon proper operation of all such devices and hardware. Factors such as air conditioning, wind or related draft problems and abusive usage can render any system inoperative. Eliminating and preventing these interfering factors is the responsibility of the customer.
29. Kratos Public Safety & Security Solutions retains title to all equipment until installation or material title transfer is complete and reserves the right to retake possession of the same or any part thereof at the customer's cost upon payment default.
30. Customer shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work, including materials delivered to the job site, as per Kratos Public Safety & Security Solutions's Terms & Conditions.
31. Kratos Public Safety & Security Solutions shall not be responsible for delays or defaults that are occasioned by causes of any kind beyond Kratos Public Safety & Security Solutions's reasonable control, including but not limited to delays or defaults of architects, the customer or customer's landlord, other contractors or subcontractors, any other third parties, or by civil disorder, labor dispute, or Act of God. Kratos Public Safety & Security Solutions shall be entitled to equitable adjustment in the amount of the Contract for delays caused by any such party or cause.
32. **Intellectual Property:** This proposal and all accompanying materials, and the original information, designs, concepts and ideas represented herein are the exclusive intellectual

property of Kratos Public Safety & Security Solutions as per Kratos Public Safety & Security Solutions's Terms & Conditions.

33. **LIMITATION OF LIABILITY – KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY REASON WHATSOEVER AS FURTHER DELINEATED IN KRATOS PUBLIC SAFETY & SECURITY SOLUTIONS's TERMS & CONDITIONS.**

Terms & Conditions

The following terms and conditions are entered into between the party receiving this proposal ("Client"), and Kratos Public Safety & Security Solutions, Inc. ("Kratos"). Client and Kratos may be referred to herein individually as the "Party" or collectively as the "Parties." In the event a contract is not entered into between the Parties, the terms and conditions set forth herein shall constitute the agreement ("Agreement") between the Parties.

1. **Scope and Compensation.** Kratos shall perform on behalf of Client services as described in the scope of work section above ("Services") and shall be compensated according to the pricing set forth herein ("Fees"). Client shall pay Kratos within thirty (30) days of the date of Kratos' invoice. Any amount in an invoice which is disputed by Client shall be resolved by senior management of the Parties and once resolved, shall be paid within ten (10) days of the date of resolution. Client shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted at law or at the rate of one and one-half percent (1.5%) of the overdue amount due per month. Payment of interest on overdue accounts shall not excuse payment of the principal amount. All taxes and similar assessments, levies and government-imposed obligations with respect to Kratos' income derived from its performance of Services shall be paid by Kratos. Client shall pay all other applicable taxes.

2. **Term of Agreement.** The term of this Agreement shall be one (1) year from the Effective Date unless otherwise terminated in accordance with this Agreement.

3. **Warranty.** Kratos warrants it shall perform its Services in accordance with the current standards of care and diligence normally practiced by professionals in performing services of a similar nature. If, during a one (1) year period following the completion of the Services, Client shows that there is an error in the Services as a result of Kratos' failure to meet those standards, and Client has notified Kratos in writing of any such error within that period, Kratos shall perform such corrective services within the original scope of Services as may be necessary to remedy such error.

4. **Equipment.** If Kratos is providing equipment or materials, Client hereby accepts delivery of such equipment or materials at the point of origin at Kratos' freight forwarder and assumes ownership of the equipment or materials at such point. Unless otherwise stated, Kratos, for the protection of Client, shall demand the warranty for equipment or materials, or guarantees for the procurement of services from all vendors and subcontractors to be made available to Client to the full extent of the terms thereof. Kratos' liability with respect to such equipment and materials obtained from vendors or services from subcontractors shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to Client as part of the Services for the purpose of enforcing the same.

5. **Insurance.** Each Party shall take out and maintain at its own expense all insurance necessary to cover its obligations under the Agreement.

6. **Liability.** Kratos shall hold Client harmless against any and all claims, demands and causes of action for injury to or death of persons or for damage to tangible property (other than property of Client) to the extent caused by the negligent acts of Kratos. Kratos' liability under this Agreement shall not exceed the compensation actually paid by Client to Kratos under this Agreement, and, to the fullest extent permitted by law, Client agrees to release, defend, and hold Kratos and its affiliates and each of their respective successors, assigns, employees, agents, officers and directors harmless from and against any and all further liability arising in any manner from this Agreement and Kratos' performance of the Services. Client agrees to waive, and shall require its insurers to waive, subrogation against Kratos under any applicable policy of insurance. NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF INVESTMENT, LOSS OF PRODUCT OR BUSINESS INTERRUPTION, HOWSOEVER CAUSED.

7. **Confidential Information.** Each Party may make available to the other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 7 shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify Kratos from third party liability arising from any unintended use or unauthorized disclosure.

8. **Termination.** Either Party may, with or without cause, terminate the Services at any time upon ten (10) working days' written notice to the other Party. In either case, Kratos shall be paid costs incurred and fees earned to the date of termination and through demobilization.

9. **Independent Contractor.** Kratos shall perform the Services as an independent contractor.

10. **Force Majeure.** Any delays in or failure of performance by Kratos shall not constitute a default hereunder if such delays or failures of performance are caused by occurrences beyond the reasonable control of Kratos, including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; or any other causes, whether similar or dissimilar, which are beyond the

reasonable control of Kratos. In the event such occurrence impacts Kratos' obligations hereunder or causes Kratos to incur additional costs, Kratos' obligations shall be equitably adjusted and it shall be entitled to reimbursement for such additional costs.

11. Change Management. Either Party may initiate a change by advising the other Party in writing of the change believed to be necessary. As soon thereafter as practicable, Kratos shall prepare and forward to Client a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on Kratos' ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Client shall advise Kratos in writing of its approval or disapproval of the change. If Client approves the change, Kratos shall perform the Services as changed. If Client disapproves, the proposed change may be referred to senior management of the Parties.

12. Governing Law; Arbitration. The Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to conflicts of law principles. The senior management of each Party shall first attempt to resolve any dispute arising under this Agreement; if a resolution cannot be reached, the Parties agree to submit such dispute to arbitration under the then current commercial arbitration rules of the American Arbitration Association ("AAA") and conduct the arbitration at a location mutually agreeable to the Parties. The arbitrator's decision shall be final and binding, and may be entered in any court having jurisdiction thereof. Each Party shall pay its own costs and expenses incurred in connection with the arbitration, including legal fees, and each Party shall pay one-half the arbitrator's professional fees and any administrative or filing fees.

13. Notices. All notices or other communications to be given by either Party to the other shall be deemed duly given when made in writing and delivered in person or when deposited to the United States mail, postage prepaid, certified, return receipt requested, or sent via confirmed facsimile, and addressed as follows: If to Kratos: Kratos Public Safety & Security Solutions, Inc., Attn: Ryan Morning, 4820 Eastgate Mall STE. 200, San Diego, CA 92121, Tel.: (858) 812-6221, Fax: (858) 812-9376. If to Client: at Client's information below. A Party may change its notice information by giving written notice.

14. Interpretation. The Parties acknowledge and agree the terms and conditions of this Agreement, including those relating to allocations of, releases from, exclusions against and limitations of liability have been freely and fairly negotiated. Each Party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other Party or its counsel. No provision in this Agreement is to be interpreted for or against any Party because that Party or its counsel drafted such provision. In the event that any portion or all of this Agreement is held to be void or unenforceable, the Parties agree to negotiate in good faith to amend the terms of the Agreement to affect the intent of the Parties as set forth in this Agreement. Except as otherwise provided herein, the Parties agree to look solely to each other with respect to the performance of this Agreement. Kratos may have portions of the Services performed by its affiliated entities or their employees, in which event Kratos shall be responsible for and Client shall look solely to Kratos as if such Services were performed by Kratos hereunder. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion, or expiration.

15. Miscellaneous. Until this Agreement is superseded by a mutually agreeable contract executed by and between the Parties, this Agreement shall constitute the complete basis for the Agreement, and supersedes any other representation, understanding or agreement, oral or otherwise, including terms and conditions that may be included in purchase orders issued by Client to Kratos. Any term or condition of any purchase order shall have no force or effect on Kratos or this Agreement. Any failure by either Party to enforce the other Party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Kratos shall own exclusively the rights to any software, program, algorithm or other copyrightable material that was owned by or licensed to Kratos prior to its execution of this Agreement, regardless of the use or presence of such material in the creation of any work product or deliverable for Client. The warranties, obligations, liabilities and remedies of Client as provided herein are exclusive and in lieu of any others available at law or in equity. Indemnities against, releases from, assumptions of and limitations on liability and limitations on remedies expressed in this Agreement, as well as waivers of subrogation rights, shall apply notwithstanding the fault, negligence (whether active, passive, joint or concurrent), strict liability or other theory of legal liability of the Party indemnified, released or whose liability is limited or assumed or against whom remedies have been limited or rights of subrogation have been waived and shall extend to the officers, directors, employees, licensors, agents, partners and related entities of such Party and its partners and related entities.

16. Installation Time. Kratos assumes that the Services will be performed between the hours of 7am to 4pm, Monday through Friday, exclusive of Kratos holidays. Unless specifically stated herein otherwise, Client shall incur additional charges for work required outside of these time frames.

17. Drawings. Client shall provide Kratos with an electronic version of drawings for the performance of the Services. Client shall provide Kratos to-scale AUTOCAD drawings in electronic format. If Client cannot provide these drawings, an additional charge may accrue for Kratos to create drawings necessary for the completion of the Services.

18. Patch/Paint Exclusion. In the normal process of installation, patching and painting in certain areas may be required. Unless specifically stated herein, Kratos has not included provisions to provide any patching of walls or painting.

19. Client Responsibilities. Every proposal requires certain parts, pieces, or labor to be provided by Client. Kratos has made every attempt to list the responsibilities of Client in this proposal. These responsibilities may include, but are not limited to, AC power connections, lighting conditions, network drops, or IP addresses, and structural integrity.



**STATE OF RHODE ISLAND
RIFANS
SUPPLIER REGISTRATION PACKAGE**

Registration in the Rhode Island Financial Accounting Network System (RIFANS) is required to be a supplier for the State of Rhode Island.

Registration in RIFANS and the Supplier Portal provides the following:

- Ability to receive automatic bid* notices via email
- View existing and new purchase orders (POs)
- Submit invoices electronically
- Review payment information

Tip: For faster payment, submit invoices electronically and register for ACH payment

*It remains the responsibility of the supplier to check the [Division of Purchases](#) website for additional solicitation opportunities and instructions.

After the registration is verified you will be sent an email notification that contains a log-in ID and password (PW) to access the RIFANS portal as a supplier. A second email that contains detailed information and instructions for setting up your Supplier Portal account will be sent within 7 business days.

Note: Supplier and Portal Registration require manual review so please allow for processing during regular business hours.

**STATE OF RHODE ISLAND
SUPPLIER COORDINATOR
DIVISION OF PURCHASES
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL, 2ND FLOOR
PROVIDENCE, RI 02908-5855**

Please e-mail questions to: Carol.Kszywanos@purchasing.ri.gov

Packet contents:
Cover Sheet
Supplier General Information Form
W-9
ACH authorization
NIGP Commodity Classification Codes

RI-FANS Supplier Registration Package

Supplier General Information Form

Enter Full Legal Name of Firm, including spaces

Kratos Defense & Security Solutions, Inc.

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S	E	C	U	R	I	T	Y		S	O	L	U	T	I	O	N	S		I	N	C	.		
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Enter Alternate (DBA) Name of Firm, including spaces

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Enter Parent Firm's Name, if applicable

K	R	A	T	O	S		D	E	F	E	N	S	E		&	S	E	C	U	R	I	T	Y	
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NOTE: Please attach listing of any additional addresses not included below:

Corporate Address (Physical Address)

Street Address

Kratos Public Safety & Security Solutions, Inc.

P.O. Box 116820

City

Atlanta

State/Province

GA

Postal Code

30368

Remit To Address (Pay Site)

Street Address / PO Box

4820 Eastgate Mall, Suite 200

City

San Diego

State/Province

CA

Postal Code

92121

RI-FANS Supplier Registration Package

Please enter a corporate generic email address where notifications may be sent in the future.

Suppliers are strongly encouraged to set-up distribution and/or multiple user access within their email system to the generic account.

Please be aware that it continues to be the responsibility of the supplier to check the Division of Purchases website for bid postings.

E-mail Address

Don.Costa@kratospss.com

Note: In the future, the State will not mail Purchase Orders. Suppliers are required to select from the choices below:

Email is Rhode Island's preferred method for transmitting purchase orders. Please supply corporate a **Generic** E-mail address where Purchase Orders are to be sent:

mary.novak@kratospss.com

If you cannot receive e-mails, then supply corporate Fax Number including area code where Purchase Orders are to be sent:

RI-FANS Supplier Registration Package

CONTACTS:

First Contact Person
1st Contact (Corporate Office) Don Costa
1st Contact Title Account Manager
1st Contact Telephone Number (781) 932-1780 Ext. 2604
1st Contact E-Mail don.costa@kratospss.com
1st Contact Fax No. (781) 932-1901

Second Contact Person
2nd Contact (Local Office) Greg Xiarhos
2nd Contact Title Territory Branch Manager
2nd Contact Telephone Number (781) 932-1780 Ext.2
2nd Contact E-Mail greg.xiarhos@kratospss.com
2nd Contact Fax No. (781) 932-1901

(NOTE: Please attach any additional contact information)

RI-FANS Supplier Registration Package

GOVERNMENT TO BUSINESS (G2B) ELECTRONIC COMMERCE

We have the capability to conduct computer-to-computer transactions over the internet and place orders directly into some supplier's websites and order entry systems. We are also seeking trading partners for "PunchOuts".

Are you interested in pursuing G2B (E-Commerce) opportunities with the state of Rhode Island?

Yes _____ No ☒

MINORITY OWNED BUSINESSES

Minority Classification Codes Recognized by Rhode Island:

DBE1: Rehab Facility Disabled Products
DBE2: Disabled Owned Business Enterprise

MBE: Minority Business Enterprise

MBEA: MBE – Asian

MBEB: MBE – Black

MBEH: MBE - Hispanic

MBEN: MBE - Native American

WBE: Women's Business Enterprise

MBEP: MBE-Portuguese

(To qualify, a business is at least 51% owned and controlled by one or more minorities/women listed above).

The State of Rhode Island certifies businesses for the above Minority Business Enterprises (MBE), Women Business Enterprise (WBE), and/or Disadvantaged Business Enterprise (DBE) programs. To obtain certification information, please contact the State of Rhode Island MBE Administrator for details and certification forms.

MBE Administrator	
State Contact:	Charles Newton
Telephone:	401-574-8253
E-Mail:	CNewton@gw.doa.state.ri.us

Do you qualify as an MBE? If you chose yes and are not certified, please contact Mr. Newton to be certified.

Yes _____ No ☒

RI-FANS Supplier Registration Package

Form W-9 (Rev. 3/7/11)

State of Rhode Island
**PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

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Employer ID No. (EIN)

33	0896808
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NAME Kratos Public Safety & Security Solutions, Inc.

ADDRESS 4820 Eastgate Mall, Suite 200 San Diego, CA 92121

(REMITTANCE ADDRESS, IF DIFFERENT) Kratos Public Safety & Security Solutions, Inc. P.O. Box 116820

CITY, STATE AND ZIP CODE Atlanta, GA 30368

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE [Signature] **TITLE** VP FINANCE **DATE** 5/22/15 **TEL NO.** 888-332-3712

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐
Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

RI-FANS Supplier Registration Package

Select Appropriate Transaction Type

New ☐ Change ☐ Delete ☐

For State Use Only

RI Vendor # _____



State of Rhode Island

VENDOR ACH ENROLLMENT FORM FOR DIRECT DEPOSITS

If you want to setup direct deposit with the State of Rhode Island, please complete this form and enclose an original voided check or savings deposit slip and forward to the address below.

Company/Vendor Name Kratos Public Safety & Security Solutions, Inc.

Taxpayer Identification Number (TIN/EIN/FIN) 33-0896808

I (we) hereby authorize The State of Rhode Island to initiate credit entries to my (our) account:

Checking Account ☒

Savings Account ☐

Bank Name SunTrust Banks, Inc. Name on Account Kratos Public Safety & Security Solutions, Inc.

Branch Name 100 South Crest Drive, Stockbridge, GA 30281

Routing Number 061000104 Account Number 1000171718397

I (we) acknowledge that the origination of ACH transactions to my (our) account comply with the provisions of U.S. law.

Name DAVE DiMAGGIO Title VICE PRESIDENT of FINANCE
(Please Print)

Signature [Signature] Date 5/28/15

Tel # 858-332-3772 Fax # _____ E-Mail David.Dimaggio@KratosPSS.com

This authorization is to remain in full force and effect until the State of Rhode Island has received written notification from the above referenced Company/Vendor of its termination in such time and in such manner as to afford the State of Rhode Island a reasonable opportunity to act upon it.

Supplier Coordinator
Division of Purchases
Department of Administration
One Capitol Hill, 2nd floor
Providence, RI 02908-5855

RI-FANS Supplier Registration Package

COMMODITIES/SERVICES PROVIDED:

In order to properly place Suppliers on the appropriate Supplier Lists for sourcing goods and services, Suppliers must identify what products and service classifications they offer by selecting the appropriate NIGP Commodity and Service Codes.

Circle the 3-digit NIGP Commodity Class Code(s) listed on attached pages 8-12 for the Equipment, Supply, Material, and/or Service Classes that you provide and return with the completed packet.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kratos Public Safety & Security Solutions, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
5 Address (number, street, and apt. or suite no.) 4820 Eastgate Mall, Suite 200	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
6 City, state, and ZIP code San Diego, CA 92121	
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	3		-	0	8	9	6	8 0 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>M. J. W.F.</i>	Date ▶ <i>1.29.2015</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



August 21, 2014

To whom it may concern,

Please allow this letter to act as confirmation that as of August 21, 2014, Kratos Public Safety and Security Solutions Inc. (Kratos PSS) is the sole authorized and non-exclusive provider of Interflex software and hardware in the state of Rhode Island. This establishes Kratos PSS at this stage as the sole source provider for all software and hardware related to the Interflex 6020 and 6040 technology management systems. These parts include, but are not limited to, Interflex 6020 and 6040 software licensing, master controllers, card readers and credentials.

Sincerely,

C. Scott Petersen
Interflex VAR Manager, Americas
Scott.Petersen@allegion.com